

**Jeffery A. Hunnes, Attorney No. 2406
Guthals, Hunnes & Reuss, P.C.
P.O. Box 1977
Billings, MT 59103-1977
Telephone: (406) 245-3071
Facsimile: (406) 245-3074
E-mail: jhunnes@ghrlawfirm.com**

Attorneys for Debtor

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION**

In Re:)
JALAL NEISHABOURI,)
Debtor.)
Case No. 09-62225-RBK
APPLICATION TO APPROVE
EMPLOYMENT OF ATTORNEYS FOR
DEBTOR
)
)

The Application of Jalal Neishabouri, respectfully represents:

1. On the 1st day of November, 2009, Debtor filed a petition herein under Chapter 11.
2. Jalal Neishabouri wishes to employ Jeffery A. Hunnes and the law firm of Guthals, Hunnes & Reuss, P.C. as legal counsel.
3. Applicant has selected Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. law firm for the following reasons: They are experienced and knowledgeable of the Debtor's business affairs, of Chapter 11 cases and of general bankruptcy.

4. The professional services that Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. law firm will render include: General counseling and representation before the Bankruptcy Court in connection with this case.

5. To the best of the Applicant's knowledge, Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. have no connection with the creditors, or any other party in interest , or their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, and is a "disinterested person" as defined in 11 U.S.C. 101(14).

6. The terms of employment of Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. law firm are agreed to by Jalal Neishabouri, subject to the approval of the Court are:

a. Services rendered by the attorneys in the firm will be compensated at the following rates:

Jeffery A. Hunnes at the rate of \$250.00 per hour

Joel E. Guthals at the rate of \$275.00 per hour

Elizabeth S. Stuckey at the rate of \$140.00 per hour.

b. Telephone, photocopying, fax and postage at cost; travel at \$0.585 per mile; out-of-pocket expenses at cost.

c. The Applicants have no fee sharing agreement with any other law firm regarding this matter.

7. Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. law firm represent no interest adverse to Jalal Neishabouri or his estate in the matters upon which they are to be engaged, and their employment would be in the best interest of this estate.

8. Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. law firm have received a general retainer of \$10,000 and the agreement of the debtor to pay \$5,000 per month into

Applicant's retainer account beginning December 10, 2009 during this case. The funds in the retainer account shall not be used to pay compensation or for reimbursement of expenses without prior approval of this Court.

WHEREFORE, Jalal Neishabouri, prays that his employment of Jeffery A. Hunnes and the Guthals, Hunnes & Reuss, P.C. law firm upon the terms specified be approved by the Court.

DATED this 1ST day of November, 2009.

/s/ JALAL NEISHABOURI
Jalal Neishabouri

AFFIDAVIT OF PROPOSED PROFESSIONAL

Jeffery A. Hunnes, being duly sworn upon his oath, deposes and states:

1. I am an attorney and shareholder in the law firm of Guthals, Hunnes & Reuss, PC.
2. To my knowledge, neither myself or the Guthals, Hunnes & Reuss, PC law firm have any connection with the debtor, creditors, or any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee; and I and the Guthals, Hunnes & Reuss, PC law firm are “disinterested persons” as defined in 11 U.S.C. 101(14).

Dated this 1ST day of November, 2009.

/S/ JEFFERY A. HUNNES
Jeffery A. Hunnes

Subscribed and sworn to before me this 1st day of November, 2009.

/s/ Karen L. Geck
Printed Name: Karen L. Geck
Notary Public for the State of Montana
Residing at Huntley, Montana
My Commission expires: March 19, 2011

(SEAL)